



File No. F0416

**UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of: **Rodney Badcock, et al.**

U.S. Application Serial No.: **10/810,345**

Filed: **March 26, 2004**

Examiner: **N/A**

Art Unit: **N/A**

**For: Monitor for an Optical Fibre and Multi-Guide Optical Fibre Circuits and  
Methods of Making Them**

Hon. Commissioner for Patents  
P.O. Box 1450,  
Alexandria, VA. 22313-1450

**PETITION UNDER RULE 37 CFR 1.47 (b)**

It is respectfully petitioned under 37 CFR 1.47(b) that the enclosed Combined Declaration and Power of Attorney signed by Mr. Shafiq Parwaz, Managing Director of RMS Technical Consultants Ltd. (RMS hereinafter) on behalf of and as agent for all the inventors and filed along with the Response to the Notice to File Missing Parts of the Nonprovisional Application mailed 06/07/2004 be accepted by the PTO and the filing date of March 26, 2004 be reconfirmed.

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130.00 DP

As indicated in the attached Declaration of Mr. Shafiq Parwaz (Declaration hereinafter), the inventors in the present patent application, Dr. Rodney Badcock (“Dr. Badcock”) and Dr. Ian Peter Giles (“Dr. Giles”) were employed by Protodel International Limited (“Protodel”) from about August, 2000 through July, 2002. Copies of Director’s Service Agreement between Dr. Badcock, Dr. Giles and Protodel are attached as Exhibits A and B to the Declaration. Section 7 (Inventions Improvements) of these Service Agreements indicate that the company (Protodel) shall be entitled free of charge to the sole ownership of the inventions or improvements and to the exclusive use thereof.

Sub-paragraph 7.3 of the respective Service Agreements indicates that “the executive shall not knowingly do anything to imperil the validity of such patent or protection or any application therefore, but, on the contrary, shall at the cost of the company, render all possible assistance to the company both in obtaining and maintaining such patents or other protection.”

The above-noted paragraphs of the Service Agreements clearly demonstrate that Dr. Badcock and Dr. Giles had an obligation to render all possible assistance to the Protodel in obtaining patents form their inventions including signing the Declaration and Power of Attorney for the above-noted U.S. Patent Application.

According to the Declaration, Protodel went into liquidation in July 2002. All assets of the company except the patents were acquired by RMS.

On October 8, 2002 by means of Assignment the patent rights were transferred from Protodel to MT14 Limited Partnership and to MT14 “B” Limited Partnership.

A copy of this Deed of Assignment is attached to the Declaration of Mr. Parwaz as Exhibit C. The Schedule of the Exhibit C specifically refers to United Kingdom patent application GB0123367.5 and GB0125275.8, priority from which is claimed by the above- noted U.S. patent application.

On October 9, 2002 by means of Assignment, the rights for the patents, including the rights for the above-mentioned United Kingdom patent applications, priority from which is claimed by the above-noted U.S. application, were transferred from MT14 Limited Partnership and MT14 "B" Limited Partnership to British Technology Group, Incorporate Licensing Limited. A copy of this Deed of Assignment is attached as Exhibit D to the Declaration of Mr. Parwaz.

On August 28, 2003, by means of Assignment, the rights for certain patents were transferred by British Technology Group Incorporate Licensing Limited to RMS Technical Consultants Limited. A copy of this Deed of Assignment is attached as Exhibit E to the Declaration of Mr. Parwaz. The Schedule of Exhibit E specifically refers to PCT patent application PCT/GB02/04437 filed September 27, 2002 priority of which is claimed by the present application. The details of this PCT application were not available when the Assignments as represented by the Exhibits C and D were prepared.

The above has clearly demonstrated that through the chain of title transfer, the rights to the invention, as disclosed by the above-noted patent application, have been transferred by the inventors to RMS.

As indicated in the declaration, the inventors had access to the above-noted U.S. patent application and the properly prepared Declaration and Power of Attorney for the above-noted U.S. patent application was delivered by registered mail

individually to Dr. Badcock and Dr. Giles who each refused to sign this document. Copies of the letters from RMS to the inventors requesting them to sign the documents and a copy of the letter from Dr. Giles dated October 26, 2004 with his reasoning for the refusal to sign such Declaration is enclosed as Exhibit F.

The attached Declaration of Mr. Shafiq Parwaz has clearly demonstrated that through the chain of title transfer, the rights to the invention, as disclosed by the above-noted patent application, have been transferred by the inventors to RMS. Therefore, it has been shown that RMS has sufficient proprietary interest in the subject matter of the application, justifying this company to make application for a patent on behalf of and as agent for all inventors.

Furthermore, it has been demonstrated in the Declaration that the inventors had the access to the above-noted patent application and that the properly prepared Declaration and Power of Attorney for the above-noted U.S. patent application was delivered by registered mail to both Dr. Badcock and Dr. Giles who each refused to sign this document.

Since the inventors continuously refuse to sign the required Declaration and Power of Attorney, it is clear that further procrastination will lead to the abandonment causing irreparable damage to the application. In view of the forthcoming absolute deadline for filing of a Response to the Missing Part Applications, Mr. Shafiq Parwaz has executed the Combined Declaration and Power of Attorney on behalf of and as agent for all the inventors. The enclosed faxed Combined Declaration and Power of Attorney signed by Mr. Shafiq Parwaz is necessary to preserve the rights of the parties and to prevent irreparable damage.

Thus, it is respectfully petitioned under 37 CFR 1.47(b) that the enclosed Combined Declaration and Power of Attorney signed by Mr. Shafiq Parwaz, on behalf of and as agent for all the inventors and filed along with the Response to the outstanding Notice to File Missing Parts Application be accepted by the PTO and the filing date of March 26, 2004 be reconfirmed.

The last known address of Dr. Badcock and Dr. Giles are as follows:

Dr. Ian Peter Giles  
22 Downscourt Road  
Purley  
Surrey  
CR8 1BB  
United Kingdom


Dr. Rodney Badcock  
7 Laburnum Grove  
Brands Hill  
Slough  
Berks SL3 8QS  
United Kingdom

The required fee as set forth by CFR 1.17 (h) in the amount of \$ 130.00 is enclosed.

Early consideration of this Petition is respectfully requested.

Respectfully submitted,

SILBER & FRIDMAN



Lawrence G. Fridman,  
Registration No. 31,615  
Attorney for Applicant

66 Mount Prospect Avenue  
Clifton, New Jersey 07013-1918  
Telephone (973) 779-2580  
Fax (973) 779-4473

Declaration01\_416



File No. F0416

**UNITED STATES PATENT AND TRADEMARK OFFICE**In re Application of: **Rodney Badcock, et al.**U.S. Application Serial No.: **10/810,345**Filed: **March 26, 2004**Examiner: **N/A**

Art Unit:

**For: Monitor for an Optical Fibre and Multi-Guide Optical Fibre Circuits and  
Methods of Making Them****Hon. Commissioner for Patents  
P.O. Box 1450,  
Alexandria, VA. 22313-1450****BEST AVAILABLE COPY****DECLARATION OF SHAFIQ PARWAZ****I, Shafiq Parwaz hereby declare that:****I am Managing Director of RMS Technical Consultants Ltd. (RMS  
hereinafter) having its principal place of business at The Birches, 20 Heathside Road,  
Moorpark, Middlesex HA6 2EF, Great Britain.****The inventors named in the above noted patent application, Dr. Rodney  
Badcock ("Dr. Badcock") and Dr. Ian Peter Giles ("Dr. Giles") were employed by  
Protodel International Limited ("Protodel") from at least about August 2000 through**

July 2002 Copies of Service Agreements between Dr. Badcock, Dr. Giles and Protodel covering this period of employment are enclosed as Exhibits A and B respectively.

Sub-paragraph 7.2 of Section 7 (Inventions and Improvements) of the respective Service Agreements indicates that Protodel shall be entitled free of charge to the sole ownership of any invention or improvement and to the exclusive use thereof as discussed in sub-paragraph 7.1 of the Agreement.

Sub-paragraph 7.3 of the respective Service Agreements states that "the executive shall not knowingly do anything to imperil the validity of such patent or protection or any application therefore, but, on the contrary, shall at the cost of the company, render all possible assistance to the company both in obtaining and maintaining such patents or other protection."

Thus, Dr. Badcock and Dr. Giles had an obligation to render all possible assistance to the company in obtaining patents including signing the Declaration and Power of Attorney for the above-noted application.

Protodel International Limited went into liquidation (administrative receivership) in July 2002. All assets of the company except the patents were acquired by RMS.

On October 8, 2002 by means of Assignment the patent rights were transferred from Protodel to MT14 Limited Partnership and to MT14 "B" Limited Partnership. A copy of this Deed of Assignment is enclosed as Exhibit C. It should be noted that the Schedule of the Exhibit C specifically refers to United Kingdom patent



application GB0123367.5 and GB0125275.8, priority from which is claimed by the above noted U.S. patent application.

On October 9, 2002 by means of Assignment, the rights for the patents, including the rights for the above mentioned United Kingdom patent applications, (priority from which is claimed by the above noted U.S. application) were transferred from MT14 Limited Partnership and MT14 "B" Limited Partnership to British Technology Group Incorporate Licensing Limited. A copy of this Deed of Assignment is enclosed as Exhibit D.

On August 28, 2003, by means of Assignment, the rights for certain patents were transferred by British Technology Group Incorporate Licensing Limited to RMS. A copy of this Deed of Assignment is enclosed as Exhibit E. The Schedule of this Assignment (see Exhibit E) specifically refers to PCT patent application PCT/GB02/04437 filed September 27, 2002 (which is based on GB0123367.5 and GB0125275.8) priority from which is claimed by the present application. It appears that the results of the details of this PCT application were not available when the Assignments as represented by the Exhibits A, B, C and D were prepared.

I further declare that the inventors had access to the above-noted U.S. patent application and that the properly prepared Declaration and Power of Attorney was delivered by registered mail individually to Dr. Badcock and Dr. Giles. Attempts were also made to obtain their signed Declaration in person. However, the inventors refused to sign such Declaration. Copies of the letters from the RMS to the inventors requesting them to sign the documents and a copy of the letter from Dr. Giles dated October 26, 2004 with the reasoning for his refusal to sign the Declaration is enclosed as Exhibit F.

The last known address of Dr. Badcock and Dr. Giles are as follows:

Dr. Ian Peter Giles  
22 Downs Court Road  
Purley  
Surrey CR8 1BB  
Great Britain

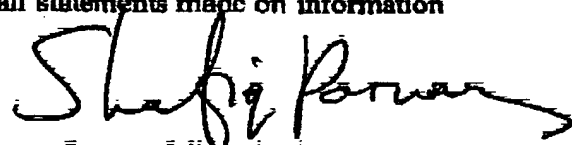
Dr. Rodney Badcock  
7 Laburnum Grove  
Brands Hill  
Slough  
Berkshire SL3 8QS  
Great Britain

I hereby declare that all statements made herein of my own knowledge are true and that all statements were made on information and belief and are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements and the like may jeopardize the validity of the application or

document or any registration resulting therefrom, declares that all statements made of the declarant's own knowledge are true; and that all statements made on information and belief are believed to be true.

3rd December 2004.

Dated: December 3, 2004

  
Respectfully submitted,

Shafiq Parwaz  
Managing Director  
RMS Technical Consultants Ltd.  
The Birches  
20 Heathside Road  
Moorpark, Middlesex  
HA6 2EF  
Great Britain

Statement01\_416

**PROTODEL INTERNATIONAL LIMITED**

and

Dr Rodney Badcock

---

**EXECUTIVE'S SERVICE AGREEMENT**

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Exhibit A

THIS AGREEMENT is made the 1st day of August 2000 BETWEEN:

ProtoDel International Limited whose registered office is at 20 Old Bailey, London, EC4M 7BH ("the Company")

Rodney Badcock of 7 Laburnum Grove, Brands Hill, Slough, Berks., SL3 8QS (hereinafter called "the Executive")

WHEREBY IT IS AGREED as follows:

## **1 Definition**

### **1.1 In this Agreement:**

"Board" means the Board of Directors from time to time of the Company

## **2 Term of Appointment**

2.1 The Executive shall serve the Company as Research and Development Manager or in such other capacity of a like status as the Company may require as from 1<sup>st</sup> August 2000 and his employment hereunder shall continue until terminated by notice in writing of not less than the period specified in Clause 2.2 given by either party to the other.

2.2 The period of notice required to terminate this Agreement shall be six months by either party. No notice to terminate this Agreement may be given earlier than six months from the date mentioned in clause 2.1 above.

2.3 The Company shall be entitled in its discretion after notice shall have been given under clause 2.1:

- (a) to pay the Executive his fixed salary entitlement in lieu of all or any part of the unexpired period of notice;
- (b) to require the Executive to remain away from the offices of the Company during all or any part of the unexpired period of the notice, in which event the Executive shall comply with any conditions laid down by the Company during such period.

## **3 Powers and Duties**

3.1 During his employment hereunder the Executive shall exercise such powers and perform such duties in relation to the business of the Company from time to time be vested in or assigned to him by the Company and shall comply with all lawful and reasonable directions from time to time given to him by the Company and with all rules and regulations from time to time laid down by the Company concerning its employees.

#### 4 General Obligations

- 4.1 During the continuance of his employment under this Agreement the Executive:
- (a) shall during the normal working hours specified in the Schedule hereto (unless prevented by ill health or accident and except during holidays permitted by this Agreement) devote the whole of his time attention and abilities to carrying out his duties hereunder
  - (b) shall travel to such places whether in or outside the United Kingdom and in such manner and on such occasions as the Company may reasonably from time to time require
  - (c) shall carry out his duties in a proper loyal and efficient manner and shall use his best endeavours to promote the interests and reputation of the Company.

#### 5 Restrictive Covenants

- 5.1 The Executive agrees that he will not for a period of one year after the termination of his employment with the Company (howsoever caused) either personally or by an agent directly or indirectly either on his own account or for any other person, firm, company, entity or business carry on or be interested in any business which competes with the Company, canvass or solicit or interfere with or endeavour to entice away from the Company any person, firm, company, entity or business which at the date of such termination is, or is controlled by, a customer of the Company or with whom the Executive had contact or about whom he became aware or informed in the course of his employment hereunder.
- 5.2 The Executive agrees that he will not without the prior written consent of the Company at any time during the period of one year after the termination of his employment with the Company (howsoever such termination is caused) either personally or by an agent or in any manner whether on his own behalf or on behalf of any other person, firm, company, entity or business solicit, interfere with or endeavour to entice from the Company any of its directors or employees.
- 5.3 The Executive agrees that he will not during his employment with the Company hereunder (unless otherwise agreed in writing by the Company) undertake any other business or profession or be or become a director, employee or agent of any other company, firm or person or assist or have any financial interest in any other business or profession but nothing in the Clause shall preclude the Executive from holding or acquiring shares or other securities of any other company (not exceeding 10% of any class of shares or securities of such company) which are listed or dealt in on any recognised Stock Exchange by way of bona fide investment only unless the Company shall require him not to do so in any particular case on the grounds that such other company is or may be carrying on a business competing or tending to compete with the business of the Company.
- 5.4 The covenants and undertakings contained in this Clause 5 are considered reasonable by the parties hereto but so that:
- (a) each covenant and undertaking therein contained shall be read and construed independently of the other covenants and undertakings therein contained so that if one or more is held to be invalid as an unreasonable restraint of trade or for any other reason whatsoever then the remaining covenants and undertakings shall be valid to the extent that they are not held to be so invalid; and

- (b) in the event that any covenant and undertaking shall be found to be void but would be valid if some part thereof were deleted or the period of application reduced such covenant and undertaking shall apply with such modification as may be necessary to make it valid and effective.

## **6 Confidential Information**

- 6.1 The Executive shall not, either during the continuance of his employment hereunder or thereafter for a period of five years from the termination date, use to the detriment or prejudice of the Company or, except in the proper course of his duties, divulge to any person any trade secret or any other confidential information concerning the business or affairs of the Company which may have come to his knowledge during his employment.

## **7 Inventions and Improvements**

- 7.1 In this Clause the word "invention" shall mean and include every invention, discovery, new idea technique, plan, programme, computer program, process or formula and every improvement and modification of an existing invention, discovery, idea technique, plan, programme, computer program, process or formula relating in any way to any part of the business of the Company and the word "improvement" shall mean an invention which is used with an existing invention that would make it cheaper or more effective or in any way preferable.
- 7.2 It shall be part of the normal duties of the Executive at all times to consider in what manner and by what new methods or devices the products, services, processes, equipment or systems of the Company, with which he is concerned or for which he is responsible might be improved, and promptly to give to the Managing Director of the Company full details of any invention or improvement which he may from time to time make or discover in the course of his duties, and to regard thereto. Subject to any contrary provisions of the Patents Act 1977 where applicable, the Company shall be entitled free of charge to the sole ownership of any such invention or improvement and, so far as the law permits, to the exclusive use thereof.
- 7.3 Subject as aforesaid, the Executive shall forthwith and from time to time both during his employment hereunder and thereafter at the request and cost of the Company apply for and execute and do all such documents, acts and things, as may in the opinion of the Board be necessary or conducive to obtain letters patent or other protection for any such invention or improvement in any part of the world and to vest such letters patent or other protection for any such invention or improvement in any part of the world and to vest such letters patent or other protection in the Company or its nominees, and the Executive hereby irrevocably authorises the Company for the purposes aforesaid to make use of the name of the Executive and to sign and execute any documents or do anything on his behalf (or where permissible to obtain the patent or other protection in its own name or in that of its nominees) and the Executive shall not knowingly do anything to imperil the validity of any such patent or protection or any application therefore but on the contrary shall at the cost of the Company render all possible assistance to the Company both in obtaining and in maintaining such patents or other protection, and the Executive shall not either during the continuance of his employment hereunder or thereafter exploit or assist others to exploit any such invention or improvement or give any information in respect thereof except to the Company or as it may direct.

- 7.4 For the avoidance of doubt it is specifically understood that the provisions of this Clause apply to any invention or improvement made by the Executive whether inside or outside normal office hours and whether made with the use of the Company's premises, machines, equipment or not.

## **8 Board Information**

- 8.1 The Executive shall at all times promptly give to the Board (in writing if so requested) all such information and explanations as they may require in connection with matters relating to his employment hereunder or with the business of the Company.

## **9 Return of Papers etc**

- 9.1 The Executive shall promptly whenever requested by the Company and in any event upon the termination of his employment with the Company deliver up to the Company all lists of customers, correspondence and all other documents, paper and records (including all magnetic storage media and computer generated and hard-copies of program listings) which may have been prepared by him or have come into his possession in the course of this employment with the Company, and the Executive shall not be entitled to and shall not retain any copies thereof. Title and copyright therein shall vest in the Company.

## **10 Remuneration**

- 10.1 The Executive shall be paid by way of remuneration for his services during his employment hereunder a salary at the rate of £40,000 per annum (hereinafter called the "salary rate").
- 10.2 The Company may at its discretion at any time or times resolve that the salary rate is to be increased as from a date determined by the Company and if it should do so and should enter into any memorandum or agreement in writing with the Executive recording such increase or should notify the Executive in writing of such increase, deemed to be increased from such date accordingly, and the Executive shall be entitled as of right to salary at the increased rate during his employment hereunder after such date; but nothing in this Agreement shall impose any obligation on the Company to make any such increase.
- 10.3 The Company indicates its intention to review the salary payable under this agreement at least once in each 12 months and consider whether in the light of inflation or any other circumstances it wishes to make any increase in the salary rate.
- 10.4 The salary will be payable by equal monthly instalments; each monthly instalment will be in respect of a calendar month, and will be paid on or before the last working day of the calendar month. Where the employment has begun or ended in a calendar month, salary in respect of that month will be the proportion of a normal month's instalment which the days of employment in that month bear to the total days in that month.
- 10.5 Nothing in this clause shall prevent the Company, where it thinks fit, resolving to pay any temporary additional remuneration or bonus to the Executive on the basis that it will not constitute an increase in the salary rate for the purpose of this Agreement.



## 11 Expenses

- 11.1 The Company shall reimburse to the Executive all reasonably travelling, hotel, entertainment and other out-of-pocket expenses which he may from time to time be authorised to incur in the execution of his duties hereunder.

## 12 Car

- 12.1 To assist him in the performance of his duties hereunder the Company will during the continuance of his employment hereunder (subject to his being fully qualified to drive) provide for the Executive a motor car suitable for the use by a person of his status in line with agreed Company car policy and shall bear the cost of insuring, testing, taxing, repairing and maintaining the same and shall reimburse the Executive all running expenses of the car. The executive shall (i) take good care of the car and procure that the provisions and conditions of any policy of insurance relating thereto are observed; (ii) not permit such car to be taken out the United Kingdom without the written consent of the Company; and (iii) return the car and its key to the Company's registered office immediately upon termination of his employment hereunder.

- 12.2 The Company reserves the right to pay the Executive an allowance in lieu of the benefits provided in this clause.

## 13 Termination of Employment

### 13.1 If the Executive:

- (a) shall be or become incapacitated from any cause whatsoever from efficiently performing his duties hereunder for four consecutive months or for ninety working days in aggregate in any period of twelve consecutive months; or
- (b) shall be or become of unsound mind or be or become a patient for any purpose of any statute (or any part thereof) relating to mental health; or
- (c) shall be or become bankrupt or compounds with his creditors; or
- (d) shall be guilty of misconduct or commit any serious breach of his obligations to the Company (whether under this Agreement or otherwise); or
- (e) shall refuse or neglect to comply with lawful orders or directions given to him by the Company

then the Company shall be entitled by notice in writing to the Executive to determine forthwith his employment under this Agreement whereupon the Executive shall have no claim against the Company for damages or otherwise by reason of such determination (but without prejudice to any accrued rights of the Executive against the company or any third party in respect of the provision of permanent health life assurance and pension entitlements prior to the date of such determination). Any delay or forbearance by the Company in exercising any such right of determination shall not constitute a waiver of it.

#### **14 Misrepresentation**

- 14.1 The Executive shall not at any time make any untrue statement in relation to the Company, and in particular shall not after the determination of his employment hereunder wrongfully represent himself as being employed by or connected with or interested in the business of the Company.

#### **15 Notices**

- 15.1 Any notices to be served hereunder may be given personally to the Executive or to the Managing Director (as the case may be) or may be sent by registered post or recorded delivery to the Executive either at his address given above or at his last known address. Any such notice sent by post shall be deemed served on the second day after it was posted.

#### **16 The Schedule**

- 16.1 The provisions set out in the Schedule hereto as from time to time altered, added to or abrogated shall apply as if incorporated in this Agreement. The Company may from time to time notify the Executive in writing that it is proposed to alter, add to or abrogate any provisions of the Schedule giving details of the same, such notice not to be unreasonably withheld. Unless the Executive shall within seven days of such notice notify the Company in writing that he objects to the same, such alteration, addition or abrogation shall be deemed to be agreed and shall take effect accordingly.

#### **17 Other Agreements**

- 17.1 The Executive acknowledges and warrants that there are no agreements or arrangements whether written, oral or implied between the Company and the Executive relating to the employment of the Executive other than those expressly set out in this Agreement, and that he is not entering into this Agreement in reliance upon any representation not expressly set out herein.

#### **18 Governing Law**

- 18.1 This Agreement shall be governed by and construed under English law and each of the parties hereto submits to the jurisdiction of the English Courts as regards any claim or matter arising under this Agreement.

IN WITNESS whereof this Agreement has been signed by or on behalf of the parties hereto  
the day and year first before written

SIGNED by  
On behalf of the Company  
in the presence of:

M. Couto  
Margaret Couto  
17 Starbuck Road  
Chryler  
Srinivasan

SIGNED by the Executive  
in the presence of:

J.P. Gilman

Ph. R. Bradcock

Samuel

## SCHEDULE

### **(A) Grievance and Disciplinary Procedure**

In the event of the Executive wishing to seek redress of any grievance relating to his employment or if he is dissatisfied with any disciplinary decision relating to him, he should first apply in person to the Managing Director of the Company. If the matter is not then settled, the Executive should write to the Board setting out full details of the matter. The Executive must then promptly answer (in writing if required) such questions (if any) as any member of the Board wishes to put him on the matter before the Board comes to a decision. The decision of the Board on such matter shall be final.

### **(B) Working Hours**

The Executive is required to work 37.5 hours each working week. Normal hours of work are from Monday to Friday 08.45 to 17.15 with 1 hour for lunch. On occasions when the business of the Company requires, the Executive will be required to work additional hours or at weekends or on holidays, and no extra payment will be made for such work.

### **(C) Holidays**

In addition to bank and other statutory or public holidays the Executive will be entitled to twenty-five working days holiday in every calendar year to be taken at such time or times as may be approved by the Managing Director. While the Executive has been employed by the Company for less than a full calendar year, he shall have a pro rata holiday entitlement which will be the proportion of the annual entitlement which the number of complete months worked bears to a complete calendar year. Unless and until employment under this Agreement shall be terminated under any provision thereof, salary will continue to be payable during holidays. Holidays not taken in any calendar year or by the termination of employment under this Agreement will be lost and upon termination of his employment the Executive will not be entitled to any accrued holiday pay or to any pay in lieu of holiday.

### **(D) Sickness**

Subject to production, if requested, of medical certificates satisfactory to the Company, salary will not cease to be payable by reason only on the Executive's incapacity for work due to sickness or accident (unless and until his employment under the Agreement shall be determined under any provisions thereof) but the Company may reduce salary during incapacity by an amount equal to the benefit (excluding any lump sum benefit) which the Executive would be entitled to claim during such incapacity under the then current National Insurance Acts (whether or not such benefit is claimed by the Executive).

If the Executive is prevented by illness from reporting for duty, he is required to notify the Managing Director, or another Officer of the Company, as soon as possible on the first day of absence.

### **(E) Continuous Employment**

None of the Executive's employment with any previous employer counts as part of the Executive's continuous period of employment with the Company for the purpose of the Employment Protection (Consolidation) Act 1978. For the purpose of the EPCA the period of continuous employment of the Executive began on 15<sup>th</sup> March 1999.

### **(F) Pension**

The Executive may join the Company's Contributory Pension Scheme under the rules of the Scheme, which rules (incorporating any changes from time to time made therein) are available for inspection from the Managing Director's office at any time upon reasonable

notice. Additional personal contributions may be paid to the scheme and will be deducted from salary.

**(G) Disciplinary Rules**

Any disciplinary rules applicable to employees of the Company and from time to time in force are specified in a file which is available for inspection from the Managing Director's office at any time upon reasonable notice.

## PROTODEL INTERNATIONAL LIMITED

and

Ian Giles

---

## DIRECTOR'S SERVICE AGREEMENT

---

Exhibit B

THIS AGREEMENT is made the 1st day of August, 2000 BETWEEN:

ProtoDel International Limited whose registered office is at 20 Old Bailey, London, EC4M 7BH ("the Company")

Ian Giles of 22 Downscourt Road, Purley, Surrey, CR8 1BB (hereinafter called "the Executive")

WHEREBY IT IS AGREED as follows:

## **1 Definition**

### **1.1 In this Agreement:**

"Board" means the Board of Directors from time to time of the Company

## **2 Term of Appointment**

2.1 The Executive shall serve the Company as Managing Director or in such other capacity of a like status as the Company may require as from 1<sup>st</sup> August 2000 and his employment hereunder shall continue until terminated by notice in writing of not less than the period specified in Clause 2.2 given by either party to the other.

2.2 The period of notice required to terminate this Agreement shall be twelve months by either party. No notice to terminate this Agreement may be given earlier than three months from the date mentioned in clause 2.1 above.

2.3 The Company shall be entitled in its discretion after notice shall have been given under clause 2.1:

- (a) to pay the Executive his fixed salary entitlement in lieu of all or any part of the unexpired period of notice;
- (b) to require the Executive to remain away from the offices of the Company during all or any part of the unexpired period of the notice, in which event the Executive shall comply with any conditions laid down by the Company during such period.

## **3 Powers and Duties**

3.1 During his employment hereunder the Executive shall exercise such powers and perform such duties in relation to the business of the Company from time to time be vested in or assigned to him by the Company and shall comply with all lawful and reasonable directions from time to time given to him by the Company and with all rules and regulations from time to time laid down by the Company concerning its employees.

## **4 General Obligations**

4.1 During the continuance of his employment under this Agreement the Executive:

- (a) shall during the normal working hours specified in the Schedule hereto (unless prevented by ill health or accident and except during holidays permitted by this Agreement) devote the whole of his time attention and abilities to carrying out his duties hereunder
- (b) shall travel to such places whether in or outside the United Kingdom and in such manner and on such occasions as the Company may reasonably from time to time require
- (c) shall carry out his duties in a proper loyal and efficient manner and shall use his best endeavours to promote the interests and reputation of the Company.

## **5 Restrictive Covenants**

- 5.1 The Executive agrees that he will not for a period of one year after the termination of his employment with the Company (howsoever caused) either personally or by an agent directly or indirectly either on his own account or for any other person, firm, company, entity or business carry on or be interested in any business which competes with the Company, canvass or solicit or interfere with or endeavour to entice away from the Company any person, firm, company, entity or business which at the date of such termination is, or is controlled by, a customer of the Company or with whom the Executive had contact or about whom he became aware or informed in the course of his employment hereunder.
- 5.2 The Executive agrees that he will not without the prior written consent of the Company at any time during the period of one year after the termination of his employment with the Company (howsoever such termination is caused) either personally or by an agent or in any manner whether on his own behalf or on behalf of any other person, firm, company, entity or business solicit, interfere with or endeavour to entice from the Company any of its directors or employees.
- 5.3 The Executive agrees that he will not during his employment with the Company hereunder (unless otherwise agreed in writing by the Company) undertake any other business or profession or be or become a director, employee or agent of any other company, firm or person or assist or have any financial interest in any other business or profession but nothing in the Clause shall preclude the Executive from holding or acquiring shares or other securities of any other company (not exceeding 10% of any class of shares or securities of such company) which are listed or dealt in on any recognised Stock Exchange by way of bona fide investment only unless the Company shall require him not to do so in any particular case on the grounds that such other company is or may be carrying on a business competing or tending to compete with the business of the Company.
- 5.4 The covenants and undertakings contained in this Clause 5 are considered reasonable by the parties hereto but so that:
  - (a) each covenant and undertaking therein contained shall be read and construed independently of the other covenants and undertakings therein contained so that if one or more is held to be invalid as an unreasonable restraint of trade or for any other reason whatsoever then the remaining covenants and undertakings shall be valid to the extent that they are not held to be so invalid; and
  - (b) in the event that any covenant and undertaking shall be found to be void but would be valid if some part thereof were deleted or the period of application reduced such covenant and undertaking shall apply with such modification as may be necessary to make it valid and effective.



## 6 Confidential Information

- 6.1 The Executive shall not, either during the continuance of his employment hereunder or thereafter for a period of five years from the termination date, use to the detriment or prejudice of the Company or, except in the proper course of his duties, divulge to any person any trade secret or any other confidential information concerning the business or affairs of the Company which may have come to his knowledge during his employment.

## 7 Inventions and Improvements

- 7.1 In this Clause the word "invention" shall mean and include every invention, discovery, new idea technique, plan, programme, computer program, process or formula and every improvement and modification of an existing invention, discovery, idea technique, plan, programme, computer program, process or formula relating in any way to any part of the business of the Company and the word "improvement" shall mean an invention which is used with an existing invention that would make it cheaper or more effective or in any way preferable.
- 7.2 It shall be part of the normal duties of the Executive at all times to consider in what manner and by what new methods or devices the products, services, processes, equipment or systems of the Company, with which he is concerned or for which he is responsible might be improved, and promptly to give to the Managing Director of the Company full details of any invention or improvement which he may from time to time make or discover in the course of his duties, and to regard thereto. Subject to any contrary provisions of the Patents Act 1977 where applicable, the Company shall be entitled free of charge to the sole ownership of any such invention or improvement and, so far as the law permits, to the exclusive use thereof.
- 7.3 Subject as aforesaid, the Executive shall forthwith and from time to time both during his employment hereunder and thereafter at the request and cost of the Company apply for and execute and do all such documents, acts and things as may in the opinion of the Board be necessary or conducive to obtain letters patent or other protection for any such invention or improvement in any part of the world and to vest such letters patent or other protection for any such invention or improvement in any part of the world and to vest such letters patent or other protection in the Company or its nominees, and the Executive hereby irrevocably authorises the Company for the purposes aforesaid to make use of the name of the Executive and to sign and execute any documents or do anything on his behalf (or where permissible to obtain the patent or other protection in its own name or in that of its nominees) and the Executive shall not knowingly do anything to imperil the validity of any such patent or protection or any application therefore but on the contrary shall at the cost of the Company render all possible assistance to the Company both in obtaining and in maintaining such patents or other protection, and the Executive shall not either during the continuance of his employment hereunder or thereafter exploit or assist others to exploit any such invention or improvement or give any information in respect thereof except to the Company or as it may direct.
- 7.4 For the avoidance of doubt it is specifically understood that the provisions of this Clause apply to any invention or improvement made by the Executive whether inside or outside normal office hours and whether made with the use of the Company's premises, machines, equipment or not.

## **8 Board Information**

- 8.1 The Executive shall at all times promptly give to the Board (in writing if so requested) all such information and explanations as they may require in connection with matters relating to his employment hereunder or with the business of the Company.

## **9 Return of Papers etc**

- 9.1 The Executive shall promptly whenever requested by the Company and in any event upon the termination of his employment with the Company deliver up to the Company all lists of customers, correspondence and all other documents, paper and records (including all magnetic storage media and computer generated and hard-copies of program listings) which may have been prepared by him or have come into his possession in the course of this employment with the Company, and the Executive shall not be entitled to and shall not retain any copies thereof. Title and copyright therein shall vest in the Company.

## **10 Remuneration**

- 10.1 The Executive shall be paid by way of remuneration for his services during his employment hereunder a salary at the rate of £75,000 per annum (hereinafter called the "salary rate").
- 10.2 The Company may at its discretion at any time or times resolve that the salary rate is to be increased as from a date determined by the Company and if it should do so and should enter into any memorandum or agreement in writing with the Executive recording such increase or should notify the Executive in writing of such increase, deemed to be increased from such date accordingly, and the Executive shall be entitled as of right to salary at the increased rate during his employment hereunder after such date; but nothing in this Agreement shall impose any obligation on the Company to make any such increase.
- 10.3 The Company indicates its intention to review the salary payable under this agreement at least once in each 12 months and consider whether in the light of inflation or any other circumstances it wishes to make any increase in the salary rate.
- 10.4 The salary will be payable by equal monthly instalments; each monthly instalment will be in respect of a calendar month, and will be paid on or before the last working day of the calendar month. Where the employment has begun or ended in a calendar month, salary in respect of that month will be the proportion of a normal month's instalment which the days of employment in that month bear to the total days in that month.
- 10.5 Nothing in this clause shall prevent the Company, where it thinks fit, resolving to pay any temporary additional remuneration or bonus to the Executive on the basis that it will not constitute an increase in the salary rate for the purpose of this Agreement.

## **11 Expenses**

- 11.1 The Company shall reimburse to the Executive all reasonably travelling, hotel, entertainment and other out-of-pocket expenses which he may from time to time be authorised to incur in the execution of his duties hereunder.

## **12 Car**

- 12.1 To assist him in the performance of his duties hereunder the Company will during the continuance of his employment hereunder (subject to his being fully qualified to drive) provide for the Executive a motor car suitable for the use by a person of his status in line with agreed Company car policy and shall bear the cost of insuring, testing, taxing, repairing and maintaining the same and shall reimburse the Executive all running expenses of the car. The executive shall (i) take good care of the car and procure that the provisions and conditions of any policy of insurance relating thereto are observed; (ii) not permit such car to be taken out the United Kingdom without the written consent of the Company; and (iii) return the car and its key to the Company's registered office immediately upon termination of his employment hereunder.

- 12.2 The Company reserves the right to pay the Executive an allowance in lieu of the benefits provided in this clause.

## **13 Termination of Employment**

### **13.1 If the Executive:**

- (a) shall be or become incapacitated from any cause whatsoever from efficiently performing his duties hereunder for four consecutive months or for ninety working days in aggregate in any period of twelve consecutive months; or
- (b) shall be or become of unsound mind or be or become a patient for any purpose of any statute (or any part thereof) relating to mental health; or
- (c) shall be or become bankrupt or compounds with his creditors; or
- (d) shall be guilty of misconduct or commit any serious breach of his obligations to the Company (whether under this Agreement or otherwise); or
- (e) shall refuse or neglect to comply with lawful orders or directions given to him by the Company

then the Company shall be entitled by notice in writing to the Executive to determine forthwith his employment under this Agreement whereupon the Executive shall have no claim against the Company for damages or otherwise by reason of such determination (but without prejudice to any accrued rights of the Executive against the company or any third party in respect of the provision of permanent health life assurance and pension entitlements prior to the date of such determination). Any delay or forbearance by the Company in exercising any such right of determination shall not constitute a waiver of it.

#### **14. Misrepresentation**

- 14.1 The Executive shall not at any time make any untrue statement in relation to the Company, and in particular shall not after the determination of his employment hereunder wrongfully represent himself as being employed by or connected with or interested in the business of the Company.

#### **15. Notices**

- 15.1 Any notices to be served hereunder may be given personally to the Executive or to the Managing Director (as the case may be) or may be sent by registered post or recorded delivery to the Executive either at his address given above or at his last known address. Any such notice sent by post shall be deemed served on the second day after it was posted.

#### **16. The Schedule**

- 16.1 The provisions set out in the Schedule hereto as from time to time altered, added to or abrogated shall apply as if incorporated in this Agreement. The Company may from time to time notify the Executive in writing that is proposed to alter, add to or abrogate any provisions of the Schedule giving details of the same, such notice not to be unreasonably withheld. Unless the Executive shall within seven days of such notice notify the Company in writing that he objects to the same, such alteration, addition or abrogation shall be deemed to be agreed and shall take effect accordingly.

#### **17. Other Agreements**

- 17.1 The Executive acknowledges and warrants that there are no agreements or arrangements whether written, oral or implied between the Company and the Executive relating to the employment of the Executive other than those expressly set out in this Agreement, and that he is not entering into this Agreement in reliance upon any representation not expressly set out herein.

#### **18. Governing Law**

- 18.1 This Agreement shall be governed by and construed under English law and each of the parties hereto submits to the jurisdiction of the English Courts as regards any claim or matter arising under this Agreement.

IN WITNESS whereof this Agreement has been signed by or on behalf of the parties hereto  
the day and year first before written

SIGNED by  
On behalf of the Company  
in the presence of:

M. Cunha  
Margarita Cunha  
17 Seabrook Road

Cynthia  
Sundar  
SIGNED by the Executive  
in the presence of:

M. Cunha  
as above

J.P.C.

J.P.C.

## SCHEDULE

### **(A) Grievance and Disciplinary Procedure**

In the event of the Executive wishing to seek redress of any grievance relating to his employment or if he is dissatisfied with any disciplinary decision relating to him, he should first apply in person to the Managing Director of the Company. If the matter is not then settled, the Executive should write to the Board setting out full details of the matter. The Executive must then promptly answer (in writing if required) such questions (if any) as any member of the Board wishes to put him on the matter before the Board comes to a decision. The decision of the Board on such matter shall be final.

### **(B) Working Hours**

The Executive is required to work 37.5 hours each working week. Normal hours of work are from Monday to Friday 08.45 to 17.15 with 1 hour for lunch. On occasions when the business of the Company requires, the Executive will be required to work additional hours or at weekends or on holidays, and no extra payment will be made for such work.

### **(C) Holidays**

In addition to bank and other statutory or public holidays the Executive will be entitled to twenty-five working days holiday in every calendar year to be taken at such time or times as may be approved by the Managing Director. While the Executive has been employed by the Company for less than a full calendar year, he shall have a pro rata holiday entitlement which will be the proportion of the annual entitlement which the number of complete months worked bears to a complete calendar year. Unless and until employment under this Agreement shall be terminated under any provision thereof, salary will continue to be payable during holidays. Holidays not taken in any calendar year or by the termination of employment under this Agreement will be lost and upon termination of his employment the Executive will not be entitled to any accrued holiday pay or to any pay in lieu of holiday.

### **(D) Sickness**

Subject to production, if requested, of medical certificates satisfactory to the Company, salary will not cease to be payable by reason only on the Executive's incapacity for work due to sickness or accident (unless and until his employment under the Agreement shall be determined under any provisions thereof) but the Company may reduce salary during incapacity by an amount equal to the benefit (excluding any lump sum benefit) which the Executive would be entitled to claim during such incapacity under the then current National Insurance Acts (whether or not such benefit is claimed by the Executive).

If the Executive is prevented by illness from reporting for duty, he is required to notify the Managing Director, or another Officer of the Company, as soon as possible on the first day of absence.

### **(E) Continuous Employment**

None of the Executive's employment with any previous employer counts as part of the Executive's continuous period of employment with the Company for the purpose of the Employment Protection (Consolidation) Act 1978. For the purpose of the EPCA the period of continuous employment of the Executive began on 24<sup>th</sup> January 1995.

### **(F) Pension**

The Executive may join the Company's Contributory Pension Scheme under the rules of the Scheme, which rules (incorporating any changes from time to time made therein) are available for inspection from the Managing Director's office at any time upon reasonable

notice. Additional personal contributions may be paid to the scheme and will be deducted from salary.

**(G) Disciplinary Rules**

Any disciplinary rules applicable to employees of the Company and from time to time in force are specified in a file which is available for inspection from the Managing Director's office at any time upon reasonable notice.

This Deed of Assignment is made the 8th day of October 2002

Between:

- (1) **ProtoDel International Limited (in administrative receivership)** (company number: 03013443) whose registered office is at Vulcan House, Restmor Way, Hackbridge, Surrey, SM6 7AH (the "Assignor") acting by its Joint Administrative Receivers Daniel Robert Whiteley Smith and Geoffrey Paul Rowley both of RSM Robson Rhodes, 186 City Road, London, EC1V 2NU (the "Receivers"); and
  - (2) **MTI4 Limited Partnership** a Limited Partnership (registration number LP006733) acting by its manager MTI Partners Limited (company number 03072230) whose registered office is at Langley Place, 99 Langley Road, Watford, Hertfordshire, WD17 4BE;
  - (3) **MTI4 "B" Limited Partnership** a Limited Partnership (registration number LP006752) acting by its manager MTI Partners Limited (company number 03072230) whose registered office is at Langley Place, 99 Langley Road, Watford, Hertfordshire, WD17 4BE;
- ((2) and (3) above together the "Assignee"); and

- (3) **The Receivers.**

**Background:**

- (A) The Assignor and the Assignee executed a Deed of even date ("the **Patent Deed of Assignment**") for the transfer from the Assignor to the Assignee of such right, title and interest it has in the Patents (as defined in the Patent Deed of Assignment and for the avoidance of doubt listed in the Schedule hereto).
- (B) The Assignor has agreed to assign such right, title and interest in the Patents to the Assignee on the terms hereinafter mentioned.
- (C) The Receivers were appointed administrative receivers to the Assignor pursuant to powers contained in a Mortgage Debenture dated 14 December 2001 made between the Assignor and the Assignee.

Now this Deed witnesseth as follows:

**1. Assignment**

The Assignor hereby assigns to the Assignee such right, title and interest in and to the Patents including the right to sue for damages and



other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this Deed.

**2. Further Assurance**

The Assignor further covenants that whilst the Receivers are receivers of the Assignor and within a reasonable time of being requested so to do by the Assignee (and insofar as it may be reasonably able and empowered so to do) and at the sole cost and expense of the Assignee:

- 2.1 the Assignor shall do such acts and execute all such documents as may reasonably be necessary or desirable both to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder and to assist in the resolution of any question concerning the Patents;
- 2.2 in particular, without limitation to Clause 2.1, re-execute this deed following such procedure as the Assignee may require in order to comply more fully with section 36A of the Companies Act 1985 (as amended).

**3. General**

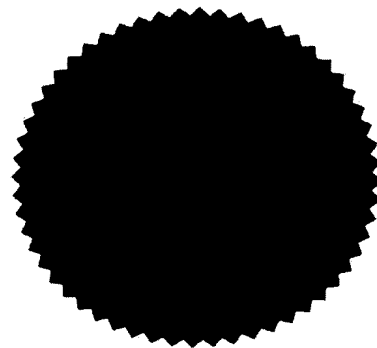
- 3.1 The Assignor gives no warranties or guarantees as to its title to Patents and nothing in this Deed shall make the Assignor or the Receivers liable to the Assignee.
- 3.2 The Receivers are acting as agents of the Assignor and shall have no personal liability whatsoever under this Deed.

**In witness** this Deed has been executed and delivered as a Deed on the date appearing at the head of page 1.

**Schedule**  
**The Patents**

1.   Optical fibre attenuator  
     PCT/GB00/00574  
     Equivalents EP1177466, AU2563400, GB2348295, WO0049434
2.   Apparatus and method for abrading optical fibre PCT/GB00/00575  
     Equivalents EP1157290, AU2563500, GB2351031, WO0049439
3.   Monitor for an optical fibre  
     GB0123367.5 equivalent 1233675  
     Filed 28 September 2001
4.   Optical switch  
     GB0128987.5  
     Filed 4 December 2001
5.   Multi-guide optical fibre circuits and methods  
     GB0125275.8 equivalent 1289975  
     Filed 22 October 2001

THE COMMON SEAL of )  
ProtoDel International Limited )  
(In administrative receivership) )  
was hereunto affixed )  
in the presence of one of the Joint )  
Administrative Receivers )



SIGNED BY

Name of Receiver **G ROWLEY**

Signature

In the presence of:

Signature of witness:

Name:

**T O'SULLIVAN**

Address:

**C/O RSM ROBSON RHODES  
186 CITY RD LONDON**

Occupation:

**CHARTERED ACCOUNTANT**

**Executed as a Deed by a signatory )  
duly authorised for an on behalf of )  
MTI Partners Limited )  
acting in its capacity as manager of )  
MTI4 Limited Partnership )  
in the presence of: )**

Name

Signature

Signature of witness:

Name:

Address:

Occupation:

**Executed as a Deed by a signatory )  
duly authorised for an on behalf of )  
MTI Partners Limited )  
acting in its capacity as manager of )  
MTI4 'B' Limited Partnership )  
in the presence of: )**

Name

Signature

Signature of witness:

Name:

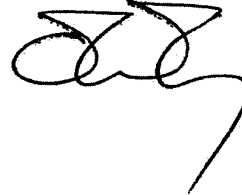
Address:

Occupation:

**Executed as a Deed**  
on behalf of the Receivers  
and without personal liability  
in the presence of:

) Name **G Rowley**

) Signature

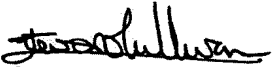


Signature of witness:

Name:

Address:

Occupation:

  
**T O'SULLIVAN**  
**40 RSM ROBSON RHODES**  
**186 CITY RD**  
**LONDON**

**CHARTERED ACCOUNTANT**

Leg. 14/JN  
Photodel  
144270

This Deed of Assignment is made the 9<sup>th</sup> day of October 2002

**Between:**

- (1) **MTI4 Limited Partnership** a Limited Partnership (registration number LP006733) acting by its manager **MTI Partners Limited** (company number 03072230) whose registered office is at Langley Place, 99 Langley Road, Watford, Hertfordshire, WD17 4BE;
- (2) **MTI4 "B" Limited Partnership** a Limited Partnership (registration number LP006752) acting by its manager **MTI Partners Limited** (company number 03072230) whose registered office is at Langley Place, 99 Langley Road, Watford, Hertfordshire, WD17 4BE;

(together, the "Assignor(s)"); and

- (2) **British Technology Group Intercompany Licensing Limited** (company number: 2501784) whose registered office is at 10 Fleet Place, Limeburner Lane, London EC4M 7SB (the "Assignee").

**Background:**

- (A) The Assignor(s) and the Assignee entered into an agreement of even date ("the Agreement") for the transfer from the Assignor(s) to the Assignee of such right, title and interest it has in the Patents (as defined in the Agreement and for the avoidance of doubt listed in the Schedule hereto).
- (B) The Assignor(s) have agreed to assign such right, title and interest in the Patents to the Assignee for the consideration hereinafter mentioned.

Now this Deed witnesseth as follows:

1. **Assignment**

For the valuable consideration set forth in the Agreement the Assignor(s) hereby assigns to the Assignee such right, title and interest in and to the Patents including the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this Deed.

2. **Further Assurance**

The Assignor(s) further covenant that at the sole cost and expense of the Assignee the Assignor(s) shall do such acts and execute all such documents as may reasonably be necessary or desirable both to secure the vesting in the Assignee of all rights assigned

Exhibit D

to the Assignee hereunder and to assist in the resolution of any question concerning the Patents.

**3. General**

- 3.1 The Assignor(s) give no warranties as to its title to Patents and nothing in this Deed shall make the Assignor(s) liable to the Assignee.

In witness this Deed has been executed and delivered as a Deed on the date appearing at the head of page 1.

## **Schedule**

### **The Patents**

1. Optical fibre attenuator  
PCT/GB00/00574  
Equivalents EP1177466, AU2563400, GB2348295, WO0049434
2. Apparatus and method for abrading optical fibre PCT/GB00/00575  
Equivalents EP1157290, AU2563500, GB2351031, WO0049439
3. Monitor for an optical fibre  
GB0123367.5 equivalent 1233675  
Filed 28 September 2001
4. Optical switch  
GB0128987.5  
Filed 4 December 2001
5. Multi-guide optical fibre circuits and methods  
GB0125275.8 equivalent 1289975  
Filed 22 October 2001

- **For the Assignor(s)**

Executed as a Deed by )  
 duly authorised for an on behalf of )  
 MTI Partners Limited )  
 acting in its capacity as manager of )  
 MTI4 Limited Partnership )  
 in the presence of: )

Name

R G FORD

Signature

*[Handwritten Signature]*

Signature of witness:

*[Handwritten Signature]*

Name:

R G FRENCH  
 29 PEVENSEY GROVE  
 FLETWICK MK45 1SD  
 ACCOUNTANT

Address:

Occupation:

Executed as a Deed by )  
 duly authorised for an on behalf of )  
 MTI Partners Limited )  
 acting in its capacity as manager of )  
 MTI4 "B" Limited Partnership )  
 in the presence of: )

Name

R G FORD

Signature

*[Handwritten Signature]*

Signature of witness:

*[Handwritten Signature]*

Name:

R G FRENCH  
 29 PEVENSEY GROVE  
 FLETWICK MK45 1SD  
 ACCOUNTANT

Address:

Occupation:

- **For the Assignee**



Executed as a Deed by )  
duly authorised for an on behalf of )  
British Technology Group )  
Intercompany Licensing Limited )  
in the presence of: )

Name

R. JAVISON

Signature

R. Javison

Signature of witness:



Name:

J. NOTLAND

Address:

10 FLEET PLACE  
LIMEBURNER LANE  
LONDON EC4M 7SR

Occupation: TRAFFIC SOLICITOR


Executed as a Deed by )  
duly authorised for an on behalf of )  
British Technology Group )  
Intercompany Licensing Limited )  
in the presence of: )

Name

Alan Achobe

Signature

Signature of witness:



Name:

JANET FERGUSON

Address:

25 RAMSDEN RD  
BALHAM LONDON  
SW12 8EA

Occupation:

ADMIN.

DATE 28th August 2003

**BRITISH TECHNOLOGY GROUP INTER-CORPORATE LICENSING LIMITED**

and

**RMS TECHNICAL CONSULTANTS LIMITED**

**ASSIGNMENT**

**Particulars**

BTG hereby assigns to RMS all its rights in and to the following documents in connection with the development of a new product, namely a software package for the control of a vehicle's engine, which is described in the following details:

**BTG**

BTG hereby acknowledges that it is a company limited by guarantee and that its registered office is at 10 Fleet Place, London EC4A 3DF.

**Limeburner Lane  
London EC4M 7SB**

*Exhibit E*

This Assignment is made the 28th day of August 2003

Between:

(1) British Technology Group Inter-Corporate Licensing Limited (company number: 2501784) whose registered office is at 10 Fleet Place, Limeburner Lane, London EC4M 7SB ("BTG")

(2) RMS Technical Consultants Limited (company number: 2937223) of 20 Heathside Road, Moorpark, Middlesex HA6 2EF ("RMS")

#### Background:

(A) BTG is the proprietor and/or beneficial owner of the rights, title and interest in the patents, details of which are set out in the Schedule to this Agreement (the "Patents").

(B) BTG has agreed to assign the Patents to RMS on the terms hereinafter set forth.

Now this Assignment witnesses as follows:

#### 1. Assignment

In consideration of the payment to BTG of £7,500 plus VAT, payable on execution of this Assignment, BTG hereby assigns to RMS such right, title and interest in and to the Patents including the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this Assignment.

#### 2. Further Assurance

BTG shall do all such acts and execute all such documents necessary to ensure that RMS is registered as the proprietor of the Patents. BTG also covenants that at the sole cost and expense of RMS, BTG shall do any further acts and execute any other such documents as may reasonably be necessary or desirable both to secure the vesting in RMS of all rights assigned to RMS hereunder and to assist in the resolution of any question concerning the Patents.

#### 3. General

3.1 BTG has specifically informed RMS that RMS must rely absolutely on its own opinion and/or professional advice concerning the Patents.

3.2 RMS acknowledges that it has entered into this Assignment having satisfied itself of all matters relating to the Patents and without reliance on any warranty or representation made by BTG or by any person acting or purporting to act on its behalf.

3.3 BTG gives no warranties as to its title to Patents and nothing in this Assignment shall make BTG liable to RMS.

#### 4. Entire Agreement

This Assignment sets out the entire agreement between BTG and RMS relating to the subject matter of this Assignment and supersedes and replaces any existing agreement between them. RMS acknowledges that in entering into this Assignment it has not relied on any warranty or representation made by BTG or by any person acting or purporting to act on its behalf and that it will have no remedy in respect of any untrue statement (other than a fraudulent one) made by BTG before entering into this Assignment.

**5. Governing Law**

- 5.1 This Assignment shall be read and construed in accordance with, and governed by, English law, and the parties submit to the jurisdiction of the English Courts.

In witness this Assignment has been executed by the authorised signatories of the parties on the date appearing at the head of page 1.

# Schedule

Patents The Patents

Family No.	Title	File No.	Ctry	Serial No.	Filing Date
144270	OPTICAL FIBRE ATTENUATOR AND METHOD OF ATTENUATING LIGHT TRANSMITTED THROUGH AN OPTICAL FIBRE	144270AU01	AU	00/25634	17-Feb-00
144270	OPTICAL FIBRE ATTENUATOR AND METHOD OF ATTENUATING LIGHT TRANSMITTED THROUGH AN OPTICAL FIBRE	144270EP01	EP	903884.5	17-Feb-00
144270	OPTICAL FIBRE ATTENUATOR AND METHOD OF ATTENUATING LIGHT TRANSMITTED THROUGH AN OPTICAL FIBRE	144270GB01	GB	9903790.5	19-Feb-99
144270	OPTICAL FIBRE ATTENUATOR AND METHOD OF ATTENUATING LIGHT TRANSMITTED THROUGH AN OPTICAL FIBRE	144270GB02	GB	3737.4	12-Feb-00
144270	OPTICAL FIBRE ATTENUATOR AND METHOD OF ATTENUATING LIGHT TRANSMITTED THROUGH AN OPTICAL FIBRE	144270WO01	WO	PCT/GB00/00574	17-Feb-00
144466	APPARATUS AND METHOD FOR ABRADING OPTICAL FIBRE	144466AU01	AU	00/25635	17-Feb-00
144466	APPARATUS AND METHOD FOR ABRADING OPTICAL FIBRE	144466EP01	EP	903885.2	17-Feb-00
144466	APPARATUS AND METHOD FOR ABRADING OPTICAL FIBRE	144466GB01	GB	9903789.7	19-Feb-99
144466	APPARATUS AND METHOD FOR ABRADING OPTICAL FIBRE	144466US01	US	09/913750	17-Aug-01
144466	APPARATUS AND METHOD FOR ABRADING OPTICAL FIBRE	144466US02	US	10/133828	25-Apr-02
144466	APPARATUS AND METHOD FOR ABRADING OPTICAL FIBRE	144466US03	US	10/308254	02-Dec-02
144466	APPARATUS AND METHOD FOR ABRADING OPTICAL FIBRE	144466WO01	WO	PCT/GB00/00575	17-Feb-00
144467	MONITOR FOR AN OPTICAL FIBRE	144467GB01	GB	123367.5	28-Sep-01
144467	MONITOR FOR AN OPTICAL FIBRE	144467GB02	GB	125275.8	22-Oct-01
144467	MONITOR FOR AN OPTICAL FIBRE	144467WO01	WO	PCT/GB2002/004437	27-Sep-02
144468	OPTICAL FIBRE SWITCH AND METHOD OF CONSTRUCTION OF SUCH A SWITCH	144468GB01	GB	128987.5	04-Dec-01
144468	OPTICAL FIBRE SWITCH AND METHOD OF CONSTRUCTION OF SUCH A SWITCH	144468WO01	WO	PCT/GB2002/005495	04-Dec-02

for and on behalf of

British Technology Group Inter-Corporate Licensing Limited

*L. Lovell*  
Name: *LIM LOVELL*  
Position: *SVP FINANCE*  
Date: *15/8/03*

for and on behalf of

RMS Technical Consultants Limited

*Shafiq Parwaz*  
Name: *SHAFIQ PARWAZ*  
Position: *DIRECTOR*  
Date: *28th August, 2003*

*R. Dawson*

*R. Dawson*  
*Solicitor/authorised signatory*  
15 AUG 2003

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DATED

2003

BRITISH TECHNOLOGY GROUP  
INTER-CORPORATE LICENSING LIMITED

- and -

RMS TECHNICAL CONSULTANTS LIMITED

ASSIGNMENT

# RMS

Resource Management Services.

Dr. Ian Giles  
22 Downs Court Road  
Purley  
Surrey. CR8 1BB  
England.

8<sup>th</sup> October, 2004.

Subject: MONITOR FOR AN OPTICAL FIBRE AND MULTI-GUIDE FIBRE  
CIRCUITS AND METHODS OF MAKING THEM.

Dear Dr. Giles,

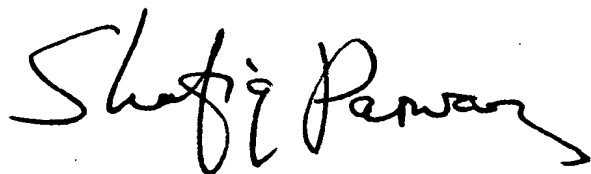
Further to our meeting yesterday I now request your signatures on the attached Assignment forms. Attached you will find the forms which you are requested to sign. A copy of the above patent is also attached for your reference. As discussed yesterday our patent attorneys have instructed us to request your and Dr. Badcock's signatures on the attached forms.

I would be most grateful if you would be kind enough to return the signed forms in the self addressed and stamped envelope provided for your convenience.

If I have not received these signed forms from you by the 15<sup>th</sup> of October, 2004 then I will assume that you are not willing to sign these them.

In the meantime I may be contacted on 07768-374750 for any further information or clarification that you may require.

Yours sincerely,



Shafiq Parwaz.

RMS Technical Consultants Ltd.

The Birches, 20 Heathside Road  
Moor Park, Middlesex. HA6 2EF.  
Telephone: 01923 829070. Fax: 01923 836428  
Registered in England No: 2937223.

Exhibit F





Resource Management Services.

Dr. Rodney Badcock  
7 Laburnum Grove  
Brands Hill  
Slough, SL3 8QS.  
England.

8<sup>th</sup> October, 2004.

Subject: MONITOR FOR AN OPTICAL FIBRE AND MULTI-GUIDE FIBRE  
CIRCUITS AND METHODS OF MAKING THEM.

Dear Dr. Badcock,

Our patent attorneys have instructed us to send you this letter to request your signatures on the attached Assignment forms. Attached you will find the forms which you are requested to sign. A copy of the above patent is also attached for your reference.

I would be most grateful if you would be kind enough to return the signed forms in the self addressed and stamped envelope provided for your convenience.

If I have not received these signed forms from you by the 15<sup>th</sup> of October, 2004 then I will assume that you are not willing to sign these them.

In the meantime I may be contacted on 07768-374750 for any further information or clarification that you may require.

Yours sincerely,

A handwritten signature in black ink, reading 'Shafiq Parwaz'. The signature is written in a cursive style with a large, sweeping 'S' at the beginning and a long, horizontal stroke at the end.

Shafiq Parwaz.

RMS Technical Consultants Ltd.

The Birches, 20 Heathside Road  
Moor Park, Middlesex. HA6 2EF.  
Telephone: 01923 829070. Fax: 01923 836428  
Registered in England No: 2937223.

**Laurence G Fridman, Esq.**  
**SILBER & FRIDMAN**  
66 Mount Prospect Avenue  
Clifton, New Jersey 07013  
USA

RE: PATENT 10/810,354 filed March 26<sup>th</sup> 2004 (RMS Technical Consultants Ltd.)

**Your documents cited the above address and contact details for correspondence.**

Furthermore I require some clarification before my response as the declaration refers to several documents I am not familiar with:

- Additionally the documents sent refer to an attached Patent Application which was not attached.

Yours Sincerely,

22

**Dr Rod Badcock**

22 Downscourt Road  
Purley  
Surrey  
CR8 1BB

12<sup>th</sup> October 2004

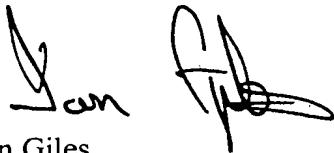
Mr Shafiq Parwaz  
RMS Technical Consultants Ltd.  
The Birches  
20 Heathside Road  
Moor Park  
Middlesex  
HA6 2EF

Dear Mr Parwaz,

I am in receipt of your letter of 8<sup>th</sup> October 2004 and enclosures.

I have been in contact with my co-inventor, Dr Badcock, but he has not received a similar letter or forms for signature, please will you forward a set to him. Once he has received and reviewed them we will be able to get back to you. We will not be able to respond by your deadline of 15<sup>th</sup> October 2004, we can respond within 10days of Dr Badcock receiving the letter.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Ian', followed by a stylized flourish or second signature.

Dr Ian Giles

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